



VETERINARY MEDICAL BOARD
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LIEN LAW

IF THE AMOUNT DUE FOR VETERINARY SERVICES HAS NOT BEEN PAID WITHIN 10 DAYS AFTER THE PAYMENT HAS BECOME DUE, THE ANIMAL IS CONSIDERED LIENED.

A veterinarian, while holding an animal until payment for veterinary services is received, **is** entitled to be reimbursed: (1) for the value of food and shelter provided to the animal after it is ready to be claimed by the owner; and (2) for costs incurred in preserving the animal from an unexpected or unusual injury, or for a concealed defect.

If a veterinarian is concerned about the payment for professional services, a retainer or deposit may be obtained before the services are rendered. A veterinarian may also consult with a private attorney for advice on various securities which might be required or other methods by which debts for veterinary services might be collected.

The law authorizes the veterinarian to sell a lienied animal. However, the veterinarian must give at least 10 and no more than 20 days notice to the owner prior to sale. The proceeds of the sale must be applied to the discharge of the lien and the cost of keeping the animal. The remainder, if any, must be paid to the legal owner.

A veterinarian cannot kill an animal which has been lienied, they can only sell it. A veterinarian who threatens to kill a lienied animal is subject to prosecution by the Board under Code Section 4883(g) – unprofessional conduct.

A client is initially responsible for their veterinary bill, whether or not they have a dispute with it. To avoid having their animal sold, a person may put the bill on their charge card, borrow money, sell something to get the money, or even make a “business arrangement” with the veterinarian. The client may later dispute the bill in small claims court.

ABANDONMENT LAW

According to the statutory abandonment provisions (Civil Code Sections 1834.5 and 1834.6), IF AN ANIMAL IS NOT PICKED UP WITHIN 14 DAYS AFTER IT WAS DUE TO BE PICKED UP, IT IS CONSIDERED ABANDONED. ONCE THE ANIMAL IS DETERMINED TO BE ABANDONED, THE VETERINARIAN MUST KEEP THE ANIMAL AN ADDITIONAL 10 DAYS WHILE ATTEMPTING TO FIND IT A NEW OWNER.

If after 24 days (the initial 14 days plus the additional 10 days) the legal owner has not retrieved the animal or the veterinarian has been unable to locate a new home for the animal, the veterinarian may humanely destroy the animal in compliance with the notice requirements and formalities of these Civil Code sections.

If an animal is first considered to be lienied, the animal would change from being lienied to being abandoned when: (1) the veterinarian had given the owner of the animal express notice that the lien right was being relinquished and that the animal could be picked up on a specific date; and (2) the owner of the animal had not picked up the animal or otherwise contacted the veterinary facility within 14 days after the date specified in the veterinarian’s notice of relinquishment.

When an animal is first considered to be abandoned, a veterinarian’s legal right to charge for food, shelter and medical treatment depends on the terms of the oral or written contract between the owner and the veterinarian. In the absence of any specific agreement, there is an implied contract to pay a reasonable amount for services requested.

An animal **cannot** be considered to be abandoned if the owner contacts the veterinary facility or gives notice of intent to retrieve the animal **within the initial 14-day period**, even though the veterinarian’s bill has not been paid. If, however, the animal is considered abandoned and the owner contacted the veterinarian, the 14-day period begins to run from the day, arranged during the recontact, on which the animal was to be picked up.

Effects of the Lien and

Abandonment Laws Upon Veterinarians in California

Every year the Veterinary Medical Board receives numerous phone calls and requests for information regarding the effects of statutory lien provisions on the practice of veterinary medicine. In response to those requests, the board asked the Legal Office of the Department of Consumer Affairs to issue an opinion regarding these provisions.

This opinion addresses statutory provisions for both the lien and abandonment laws.

LIEN LAW

According to this opinion, a veterinarian, while authorized to hold an animal until payment for veterinary services is received, is *not* entitled to be reimbursed for the value of food and shelter provided to the animal during the period of lien. Even though the law requires the owner to reimburse the veterinarians for costs incurred in preserving the animal from an unexpected and unusual injury, or for concealed defects, it is the opinion of the legal office that an animal would *not* suffer and “*unexpected injury*” if it lacked proper food, drink or shelter. Rather, the injury suffered would be “*expected*” under those circumstances, and, in fact, is contemplated both by provisions of the Penal Code regarding cruelty to animals (which make failure to provide an animal with proper food, drink and shelter a criminal misdemeanor), and by Section 1834 of the Civil Code requiring the depositor of an animal to feed and care for the animal. In other words, providing the animal with proper food, drink, and shelter is *not* preserving the animal from an unexpected and unusual injury, *but* failure to do so is a criminal offense. If the amount due for veterinary services has not been paid within 10 days after the payment has become due, the law authorizes the veterinarian to sell the animal. However, he/she must give at least 10 and not more than 20 days notice to the owner prior to the sale. The proceeds of the sale must be applied to the discharge of the lien and the cost of keeping and selling the animal. The remainder, if any, must be paid to the legal owner. It should be noted that the statutory lien provision does *not* permit the veterinarian to kill an animal, which has been liened, but only to sell it. In fact, any veterinarian **who threatens to kill** an animal which he/she has liened, is subject to prosecution by the board on the charge of fraud under the provisions of Section 4883 (I) of the Business and Professions Code (California Veterinary Practice Act).

ABANDONMENT LAW

According to the statutory abandonment provisions (**Sections 1834.5 and 1834.6 of the Civil Code**), if an animal is not picked up within 14 days after it was due to be picked up, the animal is considered to be abandoned.

Once the animal is determined to be abandoned, the veterinarian must keep the animal an additional 10 days while attempting to find it a new owner. If after the initial 14 days and the additional 10 days (for a total of 24 days) the legal owner has not retrieved the animal or the veterinarian has been unable to locate a new home for the animal, the veterinarian may humanely destroy the animal in compliance with the notice requirements and formalities of these sections of the Civil Code.

One contingency, however, is the *if* the owner attempts physically to retrieve the animal or otherwise contact the veterinary facility, or give notice of intent to retrieve the animal within the initial 14-day period, even though the veterinarian’s bill has not been paid, the animal *cannot* be considered to be abandoned.

Several questions have arisen with regard to these legal provisions and opinions. The following questions reflect some of the more important concerns:

1. Can a veterinarian charge for food, shelter, and medical treatment when the animal is determined to be abandoned?

The veterinarian's legal right in such a case depends on the terms of the oral or written contract between the animal's owner and the veterinarian. In the absence of any specific agreement, there is an implied contract to pay a reasonable amount for services requested.

2. At what time is the animal considered abandoned if first liened?

If a veterinarian refuses to release an animal and first places a lien on the animal in order to protect his/her lien right, the animal would change from being liened to being abandoned when: (a) the veterinarian had given the owner of the animal express notice that the lien right was being relinquished and that the animal could be picked up on a *specific* date; and (b) the owner of the animal had not picked up the animal or otherwise contact the veterinary facility regarding the animal within 14 days after the date specified in the veterinarian's notice of relinquishment.

3. If medical services are rendered *after* the animal becomes liened, can this cost be recovered?

According to the opinion of the legal office, the Civil Code (Section 1892) precludes the veterinarian who is exercising lien rights over an animal from claiming compensation from the owner for any trouble or expense incurred during the lien period, *except* if the costs were incurred to preserve the animal from expected and unusual injury because of concealed defects in the animal. Practically speaking, however, a situation involving both unexpected and unusual injury would be rare; also, as previously indicated, the lack of proper food, drink and shelter does *not* constitute such an injury. Moreover, it would be extremely difficult to convince a court that an animal suffered from any "*concealed defects*" when one of the areas of a veterinarian's expertise is to diagnose the condition of the animals in his/her care.

4. If the owner abandons the animal and recontacts the veterinarian, at which point does the 14-day period begin?

If the animal is considered abandoned according to Section 1834.5 of the Civil Code and the owner recontacts the veterinarian, the 14-day period begins to run from the day, which was arranged during the recontact, on which the animal was to be picked up.

5. What recourse does the veterinarian have to protect his or her interests in these kinds of situations?

If there is concern on the part of the veterinarian about payment for professional services, a retainer or deposit might be required before the services are rendered. An alternative course of action for a veterinarian to ensure future payment by a client who is not able to pay for the services when they are rendered, would be to consult with their private attorneys for advice on the various securities which might be required or other methods by which debts for veterinary services might be lawfully collected through the court process or otherwise.

Summary of Lien vs. Abandonment

Description	Lien	Abandonment
Legal time parameters to take action (days)	10 - 10 - 20	14 - 10
Notice to legal owner to either lien or abandon the animal	Certified letter	Certified letter
Notice to public to sell the animal	3 places	no
Hospital can charge for boarding the animal	yes	no
Hospital can charge for providing medical treatment of animal	yes	no
Veterinarian can humanely euthanize the animal	no	yes
Veterinarian can put the animal up for adoption	yes	yes
Veterinarian can sell the animal	yes	no
Legal owner can be reached, but does not want to pay	yes	no
Legal owner cannot be reached	no	yes
Legal owner can be reached, but does not respond	yes	no
Owner may redeem animal 20 days after the sale	yes	no
Veterinarian can charge 12% interest per annum for duration of lien	yes	no
Veterinarian can release the animal and pursue case in small claims court	yes	no